

AGREEMENT NO. 2024-379
COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into by and between Jan Kearney, herein also referred to as Provider and Collin County, Texas.

STATEMENT OF WORK: Pick up deceased livestock on an as needed basis and legally dispose of animal. Provider agrees to be on call twenty-four (24) hours a day.

COMPENSATION FOR SERVICES: Services shall be pay a rate of \$325.00 per head. Should there be multiple small animals involved (ex. Piglets), it will be charged as \$325.00 altogether. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES along with a statement of work indicating the task completed, dates and hours worked, shall be submitted to the Animal Services Department Manager via email for approval prior to being submitted to the Collin County Auditor's Office, 2300 Bloomdale, Suite 3100, McKinney, Texas 75071.
- PAYMENT will be made for hours worked and/or lump sum fee in accordance with Government code, Title 10, Subtitled F, Chapter 2251.
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin on October 1, 2024, and will terminate effective September 30, 2025, with an option for four (4) additional one (1) year annual renewals.

This agreement shall remain in effect until any of the following occurs: agreement expires, terminated by either party with a thirty (30) calendar day written notice prior to any cancellation and must state therein the reasons for such cancellation. Collin County reserves the right to terminate the agreement immediately in the event the provider fails to: perform in accordance with terms and conditions of the agreement as stated herein.

ADDITIONAL CONDITIONS:

BENEFITS: Provider is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

FORCE MAJEURE: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Local Government Code Title 5, Subtitled C, Chapter 171.

WORKERS COMPENSATION: By signing this agreement, Provider agrees to provide his/her own workers compensation insurance coverage and agrees that he/she shall not be entitled to any coverage under Collin County Workers Compensation program, as applicable.

MEDICAL INSURANCE: By signing this agreement, Provider is certifying that he/she has medical insurance, and agrees that he/she shall not be entitled to any coverage under Collin County.

THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the Personal Service Provider and Collin County.

AWARDED ON COURT ORDER: 2024-850-09-09

AGREED TO AND ACCEPTED THIS

12 DAY OF August, 2024

By: _____
(Signature)
Jan Kearney



EXECUTED AND ACCEPTED THIS

18 DAY OF September, 2024

COLLIN COUNTY

By: _____
(Signature)
Michelle Charnoski, NIGP-CPP, CPPB
Purchasing Agent

